

Robert D. Coble
Member

2005-296C

September 19, 2005

Charles Terreni
S.C. Public Service Commission
Chief Clerk/Administrator
South Carolina Public Service Commission
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: Agreement of adoption of an approved interconnection agreement
pursuant to 47 U.S.C. 252(i)

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach

Dear Mr. Terreni:

Enclosed please find for filing a letter dated July 19, 2005 regarding the
adoption of terms of the Interconnection Agreement between Alltel South
Carolina, Inc. and Time Warner Telecom of South Carolina, LLC.

Very truly yours,


Robert D. Coble

RDC/cb
Enclosure

1441 Main Street
Suite 1500 (29201)
PO Drawer 2426
Columbia, SC 29202
www.nexsenpruet.com

T 803.253.8211
F 803.253.8277
E BCoble@nexsenpruet.com
Nexsen Pruet Adams Kleemeier, LLC
Attorneys and Counselors at Law

NPCOL1:797946.1-LT-(RDC) 030258-00001



Alltel Communications
1 Allied Drive
Little Rock, AR 72022

Jimmy Dolan
Manager Negotiations

501-905-7873
501-905-6299 fax
jimmy.dolan@alltel.com

July 19, 2005

K.C. Halm
Cole, Raywid & Braverman, L.L.P.
1919 Pennsylvania Ave., N.W., Suite 200
Washington, D.C. 20006-3458

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Mr. Halm,

Alltel South Carolina, Inc. ("Alltel") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Charter Communications, on behalf of its affiliated, certified entity Charter Fiberlink SC-CCO, LLC ("Charter") wishes to adopt the terms of the Interconnection Agreement between Alltel South Carolina, Inc. and Time Warner Telecom of South Carolina, LLC. ("TWTC") that was approved by the South Carolina Public Service Commission as an effective Agreement in the state of South Carolina (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Charter adopts the Terms of the TWTC agreement for Interconnection with Alltel and in applying the Terms, agrees that Charter shall be substituted in place of TWTC in the Terms wherever appropriate.
2. Charter requests that notice to Charter as may be required under the Terms shall be provided as follows:

To: Charter Communications
Attn: Carrie L. Cox
Legal & Regulatory Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

Alltel requests that notice to Alltel as may be required under the Terms shall be provided as follows:

To: Alltel
Wholesale Services
One Allied Drive
1269-B5F04-D
Little Rock, Arkansas 72202

3. **Charter represents and warrants that it is licensed to provide telecommunications service in the state of South Carolina, and that its adoption of the Terms will be applicable to services in the state of South Carolina only.**
4. Charter's adoption of the TWTC Terms shall become effective upon approval of this Agreement by the South Carolina Public Service Commission and shall terminate simultaneous with the termination of the TWTC Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Alltel does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Alltel of the Terms does not in any way constitute a waiver by Alltel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Alltel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Charter's 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
7. Charter agrees that Charter's adoption of the TWTC Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Charter and Alltel.
8. Alltel reserves the right to request, at its discretion, a security deposit equal to three months estimated billing and deny Charter's adoption and/or application of the Terms, in whole or in part, at any time:
 - (A) when the costs of providing the Terms to Charter are greater than the costs of providing it to TWTC;
 - (B) if the provision of the Terms to Charter is not technically feasible; and/or to the extent Charter already has an existing Interconnection Agreement (or existing 252(i) adoption) with Alltel

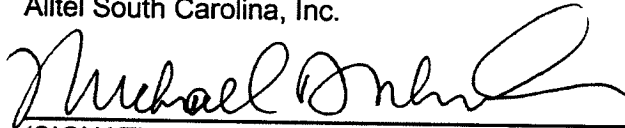
and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);

9. Should Charter attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Alltel reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that Alltel is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, Alltel is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Alltel South Carolina, Inc.


(SIGNATURE)

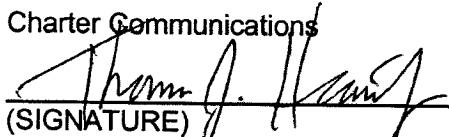
Michael D. Rhoda
(Print Name)

Vice President – Business Development
(Print Title)

7/21/05
(Date)

Reviewed and countersigned:

Charter Communications


(SIGNATURE)

THOMAS J. HEARITY
(Print Name)

Acting General Counsel
(Print Title)

7/28/05
(Date)